

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Michael J. Lindell
Karen A. Lindell asf
Twin Silver Inc.,**

BKY No.: 04-41269

Debtors.

NOTICE OF MOTION AND MOTION OBJECTING TO THE CLAIM OF WAYNE SALDEN

To: The United States Court, the United States Trustee, Dwight Lindquist and his attorney Patrick Hennessy and Wayne Salden, Claimant.

1. The above-named debtors move the court for the relief requested below and gives notice of hearing herewith pursuant to Bankruptcy Rule 3007.
2. The Court will hold a hearing on this motion at 9:30 am on October 26, 2005 in US Bankruptcy Court, Courtroom 8 West, 300 South 4th Street, Minneapolis, MN 55415.
3. Any response to this motion must be filed and served not later than October 19, 2005, which is seven days before the time set for hearing (excluding Saturdays, Sundays and legal holidays), or filed and served by mail not later than October 14, 2005, which is ten days before the time set for hearing (excluding Saturday, Sundays and legal holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. The court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334. This proceeding is a core proceeding. The petition commencing this Chapter 7 case was filed on October 22, 2004. The case is now pending in this Court.
5. This motion arises under 11 U.S.C. Section 726, Bankruptcy Rule 3007 and Local Rule 3007-1. This motion is filed under Bankruptcy Rule 9014 and Local Rule 9013-1. Movant requests relief with respect to the claim of Wayne Salden, claim number 4 amending claim number 2.
6. Debtors object to the claim of Wayne Salden and request that the court disallow the claim of Wayne Salden. Mr. Wayne Salden has no claim against the debtor or against Twin Silver Inc. (debtor's former corporation). All loans previous made by Mr. Wayne Salden to the debtors were repaid by the debtors between 1998 and 2001. Mr. Salden is not entitled to be paid by property of the estate. Mr. Salden's claim with attachments (6 pages) are attached hereto.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 04-41269
Chapter 7

Michael J. Lindell and
Karen A. Lindell,
Debtors.

AFFIDAVIT OF DEFENDANT MICHAEL J. LINDELL

STATE OF MINNESOTA

COUNTY OF CARVER

Michael J. Lindell, having been duly sworn under oath, deposes and states as follows:

1. I, Michael J. Lindell, Debtor above-named, hereby make this affidavit in support of my motion objecting to the claim of Wayne Salden (claim #4 amending claim #2)(hereinafter “Claimant”).

2. Claimant and I have known each other since 1972 when we were both in seventh grade and we have been best friends for most of our lives. In 1989 claimant married by sister and they have a son together (they have since divorced). I have a son about the exact same age and they are best friends (and cousins). Our children are back and forth between our houses weekly.

3. In addition to our personal relationship we have both been bar and restaurant owners in Carver County for many years. We both know the same people personally and professionally. We were partners in two bars prior claimant’s first car accident in 1997.

4. In 1997 claimant was drunk and jumped on the hood of a car as it was leaving our bar. Claimant suffered severe head injuries and was in a coma for a few weeks. It took a long time for him to recover. In the spring/summer of 1998 claimant received a \$30,000.00 settlement from

the owner of the car. Claimant's brother was appointed guardian. The funds, however, were put into a joint IDS account #0213-4003635-5 with claimant and me. Claimant agreed to make a personal loan to your affiant. This loan was really several loans grouped together over a short period of time and repaid over three years. The loans and repayments were structured as follows:

Loans	Date	Amount	Balance	Exhibit
	5/8/98	\$4000.00	\$4000.00	A (p.2)
	8/4/98	\$26,000.00	\$30,000.00	B (p.1)
	8/26/98	\$5000.00	\$35,000.00	A (p.2.)
	9/22/98	\$11,000.00	\$46,000.00	A (p.2)

Repayment	Date	Repayment	Balance	Exhibit
	6/20/98	\$1200.00	\$1200.00	C
	6/29/98	\$1000.00	\$2200.00	D
	8/3/98	\$18,000.00	\$20,200.00	E, A, B
	8/8/98	\$2333.60	\$22,533.60	F, G
	8/14/98	\$3700.00	\$26,233.60	H, A
	8/26/98	\$5000.00	\$31,233.60	I, A
	9/21/98	\$1000.00	\$32,233.60	A, G
	10/20/98	\$1000.00	\$33,233.60	A, J
	12/11/98	\$300.00	\$33,533.60	K
	11/98 – 10/01	\$17,100.00	\$50,633.60	L

All of the above payments can be proven with cancelled checks and bank statements. In addition, due to claimant's continual requests for more money (even though he had been paid in full), I gave him a boat, motor and trailer in December 2001 worth \$3500.00.

5. Claimant and your affiant never agreed to any interest on this loan and we never had a written promissory note. The promissory note that claimant asserts in this case is a second forgery. The first forgery had my name signed as Mike Lindell and I pointed out to claimant that I always signed my name as Michael J. Lindell. He therefore changed the note to include my middle initial and my full first name. This forged promissory note provides for 10% annual interest as does an amortization schedules claimant is attempting to enforce against me.

Claimant's amortization schedule fails to account for the payments made before October 1998 and it is therefore drastically incorrect.

6. Over the past three years claimant has had five or six different attorney contact me by phone or letter threatening to sue me for one reason or another. All of those lawyers have dropped claimant as a client when they realize there is no basis for his bogus claims. For example, I was contacted by one attorney threatening to sue me for my failure to pay a \$57.00 disability policy premium for claimant back in 1997. I was told that this payment bounced from my account (or my company account) which in turn caused claimant to lose his disability coverage which he could have collected on after his head injury. We checked my bank records and there never was such a check that was written nor that bounced. I would not have had any responsibility to make claimant disability policy premium. It was an absurd allegation that took weeks to disprove because I and another partner had to go over thousands of checks covering several years. I never heard back from that lawyer. It is interesting that between the time I transferred the boat, motor and trailer to claimant in December 2001 through the sale of my bar in May 2003 (1 ½ years) claimant never once claimed I owed him any money from the 1998 loan. He knows it was paid in full.

7. Shortly after the filing of this case claimant filed a 727 adversary proceeding to prevent my discharge. In September 2004, in preparation for trial in the dismissed adversary proceeding, claimant's deposition was taken. During that deposition claimant claimed his list of payments, Exhibit L, was kept every month from 1998 to 2001 and it was an original. It was subsequently shown that the spiral notebook that Exhibit L came from was published in 2001 (a clearly fraudulent document). It is clear that the promissory note came from the same spiral notebook and is just as clearly a fraudulent document and a forgery. Shortly thereafter claimant delivered

another alleged list of payments, identical to the one he testified at the deposition (with different colored pens), to his attorney. Claimant is a liar and fraud. His attorney quickly convinced the claimant to dismiss his adversary proceeding.

8. In the event of an evidentiary hearing I will testify and prove by written cancelled checks that this claim was paid in full before the end of 2001 and that I never signed the promissory note.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated 9/5/05

/e/ Michael J. Lindell

Financial Planning
Statement of Accounts

January 01, 1998 - January 20, 1999

AO:00002 SER:0007200
Page 1 of 7MR MICHAEL J LINELL
C/O MATIE SALIN
15775 COUNTY ROAD 403
CARMER, MN 55310A division of American Express FIN ADV
187 N 200 Street
Carmel, IN 46032-1987
612-448-6455MR MICHAEL J LINELL
C/O MATIE SALIN
15775 COUNTY ROAD 403
CARMER, MN 55310A division of American Express FIN ADV
187 N 200 Street
Carmel, IN 46032-1987
612-448-6455

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

6066-27

Date	Activity	shares	number of shares	per share	Dollar amount
05/24/98	Breft redemption	A	4,988,884	\$1.498	\$7,496,931
05/21/98	Draft redemption	A	420,000	\$1.498	\$629,881
05/16/98	Draft 1013				
05/16/98	Draft redemption	A	200,000	\$1.498	\$299,600
05/21/98	Draft 1034				
05/21/98	Draft redemption	A	100,000	\$1.498	\$149,800
05/21/98	Draft 1035				
05/21/98	Uninvested dividend	A	7,500	\$1.498	\$7,500
05/22/98	At 1.498 per share				
05/22/98	Bank auth purchase	A	2,000,400	\$1.498	\$2,996,800
06/26/98	Retained dividend	A	6,500	\$1.498	6,500
06/26/98	At 1.498 per share				
07/20/98	Draft redemption	A	1,000,000	\$1.000	\$1,000,000
07/21/98	Draft 1019				
07/21/98	Bank auth purchase	A	1,000,000	\$1.000	\$1,000,000
07/21/98	Draft redemption	A	620,000	\$1.000	\$620,000
07/24/98	Draft 1018				
07/24/98	Brevi redemption	A	100,000	\$1.000	\$100,000
07/24/98	Draft 1028				
07/27/98	Draft redemption	A	100,000	\$1.000	\$100,000
07/29/98	Draft 1022				
07/29/98	Retained dividends	A	3,070	\$1.000	\$3,070
07/31/98	At 1.000 per share				
07/31/98	Purchases	A	400,000	\$1.000	\$400,000
08/05/98	Draft redemption	A	2,000,000	\$1.000	\$2,000,000
08/05/98	Draft 1021				
08/05/98	Purchases	A	10,810,000	\$1.000	\$10,810,000
08/05/98	Draft redemption	A	100,000	\$1.000	\$100,000
08/12/98	Draft 1023				
08/12/98	Draft redemption	A	300,000	\$1.000	\$300,000
08/12/98	Draft 1025				
08/17/98	Draft redemption	A	200,000	\$1.000	\$200,000
08/17/98	Draft 1026				
08/17/98	Draft redemption	A	1,600,000	\$1.000	\$1,600,000
08/17/98	Draft 1027				
08/18/98	Draft redemption	A	2,400,000	\$1.000	\$2,400,000
08/19/98	Draft 1028				
08/19/98	Draft redemption	A	270,000	\$1.000	\$270,000
08/19/98	Draft 1029				
08/20/98	Bank auth purchase	A	200,000	\$1.000	\$200,000
08/20/98	Draft redemption	A	1,600,000	\$1.000	\$1,600,000
08/20/98	Draft 1030				
08/21/98	Draft 1031				
08/21/98	Retained dividends	A	47,360	\$1.000	\$47,360
08/21/98	At 1.000 per share				

四百四十一

Date	Activity	Class of shares	Number of shares x per share	Price per share	Balance
08/27/98	Bank redemption	A	240,810-	\$1.000	\$2,400.00
	Draft 1851	A	340,000-	\$1.000	\$320.00
08/28/98	Purchase	A	4,760,000	\$1.000	\$4,760.00
09/01/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1853	A	180,000-	\$1.000	\$180.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1854	A	2,000,000-	\$1.000	\$2,000.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1855	A	180,000-	\$1.000	\$180.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1856	A	2,000,000-	\$1.000	\$2,000.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1857	A	2,000,000-	\$1.000	\$2,000.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1858	A	2,000,000-	\$1.000	\$2,000.00
09/02/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1859	A	2,000,000-	\$1.000	\$2,000.00
09/10/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1860	A	2,000,000-	\$1.000	\$2,000.00
09/10/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1861	A	2,000,000-	\$1.000	\$2,000.00
09/10/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1862	A	2,000,000-	\$1.000	\$2,000.00
09/16/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1863	A	2,000,000-	\$1.000	\$2,000.00
09/22/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1864	A	2,000,000-	\$1.000	\$2,000.00
09/22/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1865	A	2,000,000-	\$1.000	\$2,000.00
09/22/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1866	A	2,000,000-	\$1.000	\$2,000.00
09/22/98	Draft redemption	A	180,000-	\$1.000	\$180.00
	Draft 1867	A	2,000,000-	\$1.000	\$2,000.00
10/26/98	Bank auth. purchase	A	1,000,000	\$1.000	\$1,000.00
10/27/98	Draft redemption	A	100,000-	\$1.000	\$100.00
	Draft 1868	A	100,000-	\$1.000	\$100.00
10/27/98	Draft redemption	A	100,000-	\$1.000	\$100.00
	Draft 1869	A	100,000-	\$1.000	\$100.00
10/27/98	Draft redemption	A	100,000-	\$1.000	\$100.00
	Draft 1870	A	100,000-	\$1.000	\$100.00

Continued

AD:40092 SEC:003726
 Page 5 of 7

AD:40092 SEC:003726
 Page 6 of 7

Account activity					
Date	Activity	Class of shares	Number of shares X per share = amount	Price	Dollar
10/29/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/03/98	Draft redemption	A	200,000-	\$1.00	\$200.00-
	Draft 1000				
11/04/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/04/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/05/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/10/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/10/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/10/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/10/98	Draft redemption	A	100,000-	\$1.00	\$100.00-
	Draft 1000				
11/17/98	Bank with purchase	A	100,000-	\$1.00	\$100.00-
	Deposit 1000				
11/17/98	Bank redemption	A	100,000-	\$1.00	\$100.00-
	Deposit 1000				
11/17/98	Bank redemption	A	100,000-	\$1.00	\$100.00-
	Deposit 1000				
11/17/98	Bank redemption	A	100,000-	\$1.00	\$100.00-
	Deposit 1000				
11/17/98	Bank redemption	A	100,000-	\$1.00	\$100.00-
	Deposit 1000				
11/22/98	Redemption dividend of \$1.00 per share	A	2,300	\$1.00	\$2.30
	Divid 1000				
11/22/98	Redemption dividend of \$1.00 per share	A	100,000-	\$1.00	\$100.00-
	Divid 1000				
11/22/98	Redemption dividend of \$1.00 per share	A	3,000	\$1.00	\$3.00

Service Information
 Please review your statement carefully. If you notice an error, please notify us immediately. Failure to notify us within 30 days will constitute your acceptance of the content. You may direct any questions to your financial advisor, or call your local service office at 612-521-4550. You may write to us at: American Express Financial Advisors Inc., IBS Tower 10, Minneapolis, MN 55449-9010.

For more complete information on any product or service, including associated fees and expenses, contact your financial advisor for a prospectus. Please read it carefully before you invest or send money.

The FDIC requires that we make the following disclosure to our clients. American Express Financial Advisors Inc., IBS Life Insurance Company, IBS Life Insurance Company of New York and IBS Certificate Company are not banks, and the securities they offer are not backed or guaranteed by any bank, nor are they insured by the FDIC.

American Express Centurion Bank deposits are insured by the Federal Deposit Insurance Corporation to the maximum of \$100,000 for each depositor. IBS Life Insurance Company is not, and is not required to be, a member of the Securities Investor Protection Corporation (SIPC).

An investor brochure describing the Public Disclosure Program is available on the IBS Web Site (<http://www.ibsinc.com>) or by calling 800-249-9999. Portfolio manager change:
 IBS Life Series Fund, Managed Portfolio-Douglas Guffy is replacing
 Betty Tammitt as portfolio manager.
 James Johnson is replacing Guru Baliga as portfolio manager for IBS Small Company Index Fund, IBS Blue Chip Advantage Fund and IBS Research Opportunities Fund.

only Activity in 1998
 JAN 12, 1999
 Closed with 858.22
 Sent to Wayne

EXHIBIT B
VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

from BANCAP Page 9 of 44

0022101

PAGE: 1

DATE: 08/31/98

ACCOUNT: 7237

A MEMBER OF
KLEIN FINANCIAL

TELEPHONE: 612-443-2491



TWIN SILVER, INC.
 KAREN A. LINDELL
 MICHAEL J. LINDELL
 PO BOX 418
 VICTORIA MN 55386-0418

 30-0
 27
 145

BANK LOBBY HOURS

BANK DRIVE-UP HOURS

MON. -- THUR 8:00 AM TO 5:00 PM MON. -- THUR 7:00 AM TO 5:00 PM
 FRI 8:00 AM TO 6:00 PM FRI. 7:00 AM TO 6:00 PM
 *** SATURDAY 8:30 AM TO 12:00 NOON SAT. 8:30 AM TO 12:00 NOON
 DISCLOSURES FOR ALL VICTORIA STATE BANK'S DEPOSITORY ACCOUNTS ARE
 AVAILABLE AT OUR BANKING OFFICE LOCATED AT 1630 ARBORETUM BLVD., OR
 CALL 612/443-2491 TO HAVE DISCLOSURES MAILED TO YOU.
 TELEBANK TRANSACTIONS MADE BEFORE 3:00 P.M. MON - FRI WILL BE CREDITED ON
 THE NEXT BUSINESS DAY. THE TRANSACTION AMOUNT WILL BE REFLECTED IN THE
 BALANCE IMMEDIATELY.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/98	2,562.04-
DEPOSIT	4,712.95		08/03/98	2,150.91
NSF FEE CHARGE	72.00		08/03/98	2,078.91
CHECK # 8915	100.00		08/03/98	1,978.91
CHECK # 8959	258.38		08/03/98	1,720.53
CHECK # 8977	347.00		08/03/98	1,373.53
CHECK # 8968	350.00		08/03/98	1,023.53
CHECK # 8964	424.25		08/03/98	599.28
CHECK # 8976	730.00		08/03/98	130.72-
CHECK # 8969	1,460.90		08/03/98	1,591.62-
DEPOSIT	36,000.00		08/04/98	24,408.38
NSF FEE CHARGE	54.00		08/04/98	24,354.38
CHECK # 8970	73.00		08/04/98	24,281.38
CHECK # 8974	288.22		08/04/98	23,993.16
CHECK # 8966	848.80		08/04/98	23,144.36
TO TONY SCHREMPP FOR MIKE LINDELL	2,000.00		08/04/98	21,144.36
PAYMENT TO LOAN LOAN 37686	476.79		08/04/98	20,667.57
DEPOSIT	765.45		08/05/98	21,433.02
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 08/04/98 AT 23:14	600.00		08/05/98	20,833.02
CHECK # 8971	122.00		08/05/98	20,711.02

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386002 21 01 PAGE: 2
DATE: 08/31/98 ACCOUNT: 7237A MEMBER OF
KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 8991	150.00		08/05/98	20,561.02
CHECK # 8999	321.00		08/05/98	20,240.02
CHECK # 8992	359.00		08/05/98	19,881.02
CHECK # 9000	391.00		08/05/98	19,490.02
CHECK # 8972	531.20		08/05/98	18,958.82
CHECK # 8994	538.00		08/05/98	18,420.82
CHECK # 8995	735.00		08/05/98	17,685.82
CHECK # 8981	875.10		08/05/98	16,810.72
DEPOSIT		3,560.80	08/06/98	20,371.52
RETURNED DEPOSIT ITEMS	75.00		08/06/98	20,296.52
CHECK # 8952	23.68		08/06/98	20,272.84
CHECK # 9004	41.55		08/06/98	20,231.29
CHECK # 8993	48.00		08/06/98	20,183.29
CHECK # 8955	368.00		08/06/98	19,815.29
CHECK # 8954	709.91		08/06/98	19,105.38
CHECK # 8439	3,000.00		08/06/98	16,105.38
CHECK # 8978	3,650.00		08/06/98	12,455.38
CHECK # 8979	18,000.00		08/06/98	5,544.62
DEPOSIT		3,408.78	08/07/98	2,135.84
RETURNED CHECK# 8439, INSUFFICIENT FUNDS		3,000.00	08/07/98	864.16
RETURNED CHECK# 8978, INSUFFICIENT FUNDS		3,650.00	08/07/98	4,514.16
CHECK HANDLING CHARGE	3.00		08/07/98	4,511.16
NSF FEE CHARGE	72.00		08/07/98	4,439.16
RETURNED DEPOSIT ITEMS	20.00		08/07/98	4,419.16
CHECK # 8984	261.01		08/07/98	4,158.15
CHECK # 9007	398.35		08/07/98	3,759.80
DEPOSIT		1,276.00	08/10/98	5,035.80
DEPOSIT		4,976.60	08/10/98	10,012.40
CHECK HANDLING CHARGE	3.00		08/10/98	10,009.40
RETURNED DEPOSIT ITEMS	25.00		08/10/98	9,984.40
IDS AMEX MPLS MN AUTH PMT 199808060220218		500.00	08/10/98	9,484.40
CHECK # 9018	51.80		08/10/98	9,432.60
CHECK # 9006	52.71		08/10/98	9,379.89
CHECK # 9008	53.34		08/10/98	9,326.55
CHECK # 9003	114.82		08/10/98	9,211.73
CHECK # 9002	126.65		08/10/98	9,085.08
CHECK # 9013	142.95		08/10/98	8,942.13
CHECK # 9011	163.20		08/10/98	8,778.93
CHECK # 8988	234.21		08/10/98	8,544.72
CHECK # 8986	310.26		08/10/98	8,234.46
CHECK # 8989	316.96		08/10/98	7,917.50
CHECK # 9012	395.00		08/10/98	7,522.50
CHECK # 9022	408.00		08/10/98	7,114.50
CHECK # 8990	411.41		08/10/98	6,703.09

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

3

DATE: 08/31/98

ACCOUNT:

7237



TELEPHONE: 612-443-2491

A MEMBER OF
KLEIN FINANCIAL

TWIN SILVER, INC.

7237

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 9023	421.00		08/10/98	6,282.09
CHECK # 8983	529.77		08/10/98	5,752.32
CHECK # 9024	700.00		08/10/98	5,052.32
CHECK # 8987	1,051.22		08/10/98	4,001.10
CHECK # 9009	1,513.00		08/10/98	2,488.10
DEPOSIT		2,162.79	08/11/98	4,650.89
CHECK # 9020	173.10		08/11/98	4,477.79
CHECK # 9021	243.63		08/11/98	4,234.16
CHECK # 9017	643.76		08/11/98	3,590.40
CHECK # 8439	3,000.00		08/11/98	590.40
DEPOSIT		3,754.00	08/12/98	4,344.40
CHECK # 9019	157.00		08/12/98	4,187.40
CHECK	1,794.00		08/12/98	2,393.40
CHECK # 9031	1,800.00		08/12/98	593.40
CHECK # 8978	3,650.00		08/12/98	3,056.60
DEPOSIT		974.94	08/13/98	2,081.66
RETURNED CHECK# 8978, INSUFFICIENT FUNDS		3,650.00	08/13/98	1,568.34
CHECK HANDLING CHARGE	3.00		08/13/98	1,565.34
NSF FEE CHARGE	54.00		08/13/98	1,511.34
RETURNED DEPOSIT ITEMS	250.00		08/13/98	1,261.34
CHECK	35.13		08/13/98	1,226.21
CHECK # 9026	987.00		08/13/98	239.21
CHECK # 9025	1,409.00		08/13/98	1,169.79
DEPOSIT		1,091.88	08/14/98	77.91
000000 TELEBANK XFER FROM REGULAR CHECKING 1025621 ON 08/13/98 AT 21:43		700.00	08/14/98	622.09
NSF FEE CHARGE	36.00		08/14/98	586.09
CHECK # 8985	67.50		08/14/98	518.59
CHECK # 9032	157.23		08/14/98	361.36
CHECK # 9029	446.40		08/14/98	85.04
DEPOSIT		604.54	08/17/98	519.50
DEPOSIT		1,717.00	08/17/98	2,236.50
DEPOSIT		2,133.80	08/17/98	4,370.30
MISCELLANEOUS DEBIT	500.00		08/17/98	3,870.30
NSF FEE CHARGE	18.00		08/17/98	3,852.30
CHECK # 9034	51.85		08/17/98	3,800.45
CHECK	72.62		08/17/98	3,727.83
CHECK # 9028	260.00		08/17/98	3,467.83
CHECK # 9035	299.00		08/17/98	3,168.83
CHECK # 9043	500.00		08/17/98	2,668.83
CHECK # 9040	589.00		08/17/98	2,079.83
PAYMENT TO LOAN LOAN 37938	610.27		08/17/98	1,469.56
DEPOSIT		2,196.61	08/18/98	3,666.17
CHECK HANDLING CHARGE	3.00		08/18/98	3,663.17
RETURNED DEPOSIT ITEMS	200.00		08/18/98	3,463.17

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

PAGE:

4

DATE: 08/31/98

ACCOUNT:

7237



TELEPHONE: 612-443-2491

A MEMBER OF
KLEIN FINANCIAL

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
AOL*SERVICE 089 8 19085952	26.95		08/18/98	3,436.22
CHECK # 9047	31.90		08/18/98	3,404.32
CHECK # 9037	48.00		08/18/98	3,356.32
CHECK # 9046	63.73		08/18/98	3,292.59
CHECK # 9033	397.77		08/18/98	2,894.82
CHECK # 9038	986.05		08/18/98	1,908.77
CHECK # 9050	1,000.00		08/18/98	908.77
DEPOSIT		3,313.60	08/19/98	4,222.37
CHECK # 9041	33.50		08/19/98	4,188.87
CHECK # 9042	164.20		08/19/98	4,024.67
CHECK # 9057	191.00		08/19/98	3,833.67
CHECK # 9045	213.17		08/19/98	3,620.50
CHECK # 9044	256.83		08/19/98	3,363.67
CHECK # 9036	350.00		08/19/98	3,013.67
CHECK # 9055	380.00		08/19/98	2,633.67
CHECK # 9056	575.00		08/19/98	2,058.67
CHECK # 8826	3,000.00		08/19/98	941.33
DEPOSIT		2,644.24	08/20/98	1,702.91
NSF FEE CHARGE	54.00		08/20/98	1,648.91
TDS AMEX MPT.S MN AUTH PMT 199808180161480				
	1,000.00		08/20/98	648.91
CHECK # 9054	33.90		08/20/98	615.01
CHECK # 9062	482.00		08/20/98	133.01
DEPOSIT		803.60	08/21/98	936.61
WENDELLS AUTO DEBIT 178702	16.95		08/21/98	919.66
CHECK # 9001	289.00		08/21/98	630.66
CHECK # 9059	632.30		08/21/98	1.64-
CHECK # 9048	648.00		08/21/98	649.64-
CHECK # 9051	722.00		08/21/98	1,371.64-
CHECK # 9052	1,216.00		08/21/98	2,587.64-
DEPOSIT		1,468.34	08/24/98	1,119.30-
DEPOSIT		3,368.40	08/24/98	2,249.10
NSF FEE CHARGE	72.00		08/24/98	2,177.10
CHECK # 9066	16.00		08/24/98	2,161.10
CHECK # 9077	21.00		08/24/98	2,140.10
CHECK # 9063	40.20		08/24/98	2,099.90
CHECK # 9065	53.65		08/24/98	2,046.25
CHECK # 9061	303.00		08/24/98	1,743.25
CHECK # 9070	350.00		08/24/98	1,393.25
CHECK # 9069	400.00		08/24/98	993.25
CHECK # 9068	440.00		08/24/98	553.25
CHECK # 9076	662.00		08/24/98	108.75-
CHECK # 9067	673.00		08/24/98	781.75-
CHECK # 9058	730.00		08/24/98	1,511.75-
CHECK # 8982	875.10		08/24/98	2,386.85-

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386002 21 01 PAGE: 5
DATE: 08/31/98 ACCOUNT: 7237A MEMBER OF
KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 9075	1,033.00		08/24/98	3,419.85-
CHECK # 9053	1,049.29		08/24/98	4,469.14-
DEPOSIT		595.73	08/25/98	1,126.59
RETURNED CHECK# 9076, INSUFFICIENT FUNDS	662.00		08/25/98	1,788.59
RETURNED CHECK# 9067, INSUFFICIENT FUNDS	673.00		08/25/98	2,461.59
RETURNED CHECK# 9058, INSUFFICIENT FUNDS	730.00		08/25/98	3,191.59
RETURNED CHECK# 8982, INSUFFICIENT FUNDS	875.10		08/25/98	4,066.69
RETURNED CHECK# 9075, INSUFFICIENT FUNDS	1,033.00		08/25/98	5,099.69
RETURNED CHECK# 9053, INSUFFICIENT FUNDS	1,049.29		08/25/98	6,148.98
NSF FEE CHARGE	252.00		08/25/98	5,896.98
CHECK # 9071	34.80		08/25/98	5,862.18
CHECK # 9064	553.98		08/25/98	5,308.20
CHECK # 9074	762.94		08/25/98	4,545.26
DEPOSIT		1,970.15	08/26/98	6,515.41
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 08/26/98 AT 10:54	500.00		08/26/98	6,015.41
CHECK # 9081	18.00		08/26/98	5,997.41
CHECK # 9073	87.00		08/26/98	5,910.41
CHECK # 9087	113.98		08/26/98	5,796.43
CHECK # 9092	221.00		08/26/98	5,575.43
CHECK # 9072	1,720.65		08/26/98	3,854.78
DEPOSIT		471.00	08/27/98	4,325.78
DEPOSIT		1,920.75	08/27/98	6,246.53
CHECK # 9085	24.77		08/27/98	6,221.76
CHECK # 9103	34.00		08/27/98	6,187.76
CHECK # 9094	100.00		08/27/98	6,087.76
CHECK # 9100	190.00		08/27/98	5,897.76
CHECK # 9102	286.00		08/27/98	5,611.76
CHECK # 9080	373.00		08/27/98	5,238.76
CHECK # 9104	425.00		08/27/98	4,813.76
CHECK # 9099	580.00		08/27/98	4,233.76
CHECK # 9101	610.00		08/27/98	3,623.76
CHECK # 9067	673.00		08/27/98	2,950.76
CHECK # 9105	696.00		08/27/98	2,254.76
DEPOSIT		1,788.95	08/28/98	4,043.71
TWIN SILVER/ LOAN ADVANCE / VSB		19,774.00	08/28/98	23,817.71
CHECK HANDLING CHARGE	3.00		08/28/98	23,814.71
RETURNED DEPOSIT ITEMS	35.00		08/28/98	23,779.71
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 08/27/98 AT 21:58	500.00		08/28/98	23,279.71
CHECK # 9089	3.25		08/28/98	23,276.46
CHECK # 9083	16.22		08/28/98	23,260.24
CHECK # 9088	18.64		08/28/98	23,241.60
CHECK # 9079	50.00		08/28/98	23,191.60
CHECK # 9091	150.00		08/28/98	23,041.60

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit C



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

8827

PAY
TO THE
ORDER OF

DATE 6-20-98

75-1032/919

Donna Hechsel

\$1200

One thousand two hundred

72

Identification:

\$1,200.00

72

DONNA HECHSEL



613-443-4491
VICTORIA, MN 55386

FOR Karen A Lindell

008827109191032900072371

00001200000

Exhibit D

8858

TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

PAY TO THE ORDER OF *Cash*

DATE *6/29/98* 75-1032/919

AMOUNT *\$1000.00*

DOLLARS *One Thousand and 00/100*

VICTORIA STATE BANK
612-443-2481
VICTORIA, MN 55386

FOR *Wayne*

Acct #7237 244 06/29/98
Identification: \$1,000.00 01:19:58 PM
LINE 151 Amt
Abel J. Lindell

0008858 0919103290 000 723 7# **000001000000**

Exhibit E

8979

TWIN SILVER, INC.
PHONE 443-2542
7800 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

PAY TO THE ORDER OF T. D. S. #0213-4003635-5 **DATE** 8/3/98 **75-1032/919**

eighteen thousand and 00 **DOLLARS** \$ 18,000.00

FOR #008979 10919103291 000 723 70 **#0001800000**

VICTORIA STATE BANK 612-448-2491 VICTORIA, MN 55386

Rehlf J. Lundell

Exhibit E

8979

TWIN SILVER, INC.
PHONE 443-2542
7800 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

PAY TO THE ORDER OF T. D. S. #0213-4003635-5 **DATE** 8/3/98 **75-1032/919**

eighteen thousand and 00 **DOLLARS** \$ 18,000.00

FOR #008979 10919103291 000 723 70 **#0001800000**

VICTORIA STATE BANK 612-448-2491 VICTORIA, MN 55386

Rehlf J. Lundell



TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

**PAY
TO THE
ORDER OF**

Wayne Salter

8980

75-1032/919

DATA

~~\$2333.60~~

DOLLARS Security Now™
Secured.
Count on us.



FOR

0008980 60919103290 000 333 2

0000 233360

2011/2012

WJ2 Seltzer
82006083

091-U-0008-0 460047609 460047609 460047609
KFC 09-4-98 09-4-98 09-4-98
8382 8382 8382
460047609 460047609 460047609

09224580123000824

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386002 21 01 PAGE: 4
DATE: 09/30/98 ACCOUNT: 7237A MEMBER OF
KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
AOL*SERVICE 099 8 65918892	26.95		09/18/98	2,322.72
CHECK # 9163	532.13		09/18/98	1,790.59
CHECK # 9156	709.91		09/18/98	1,080.68
DEPOSIT		5,972.60	09/21/98	7,053.28
CHECK HANDLING CHARGE	3.00		09/21/98	7,050.28
RETURNED DEPOSIT ITEMS	162.95		09/21/98	6,887.33
IDS AMEX MPLS MN AUTH PMT 199809170190402				
	1,000.00		09/21/98	5,887.33
CHECK # 9199	54.26		09/21/98	5,833.07
CHECK # 9205	77.70		09/21/98	5,755.37
CHECK # 9206	120.00		09/21/98	5,635.37
CHECK # 9224	258.00		09/21/98	5,377.37
CHECK # 9218	350.00		09/21/98	5,027.37
CHECK # 9225	389.00		09/21/98	4,638.37
CHECK # 9202	472.25		09/21/98	4,166.12
CHECK # 9220	530.05		09/21/98	3,636.07
CHECK # 9226	604.00		09/21/98	3,032.07
CHECK # 9196	626.25		09/21/98	2,405.82
CHECK # 9203	925.00		09/21/98	1,480.82
CHECK # 9130	2,500.00		09/21/98	1,019.18-
DEPOSIT		1,400.00	09/22/98	380.82
DEPOSIT		2,000.00	09/22/98	2,380.82
CHECK HANDLING CHARGE	3.00		09/22/98	2,377.82
NSF FEE CHARGE	54.00		09/22/98	2,323.82
RETURNED DEPOSIT ITEMS	50.00		09/22/98	2,273.82
CHECK # 9222	42.20		09/22/98	2,231.62
CHECK # 9212	50.04		09/22/98	2,181.58
CHECK # 9217	60.00		09/22/98	2,121.58
CHECK # 9175	100.00		09/22/98	2,021.58
CHECK # 9227	100.00		09/22/98	1,921.58
CHECK # 9219	119.70		09/22/98	1,801.88
CHECK # 9221	137.00		09/22/98	1,664.88
CHECK # 9223	497.62		09/22/98	1,167.26
CHECK # 9200	543.10		09/22/98	624.16
CHECK # 9204	566.03		09/22/98	58.13
DEPOSIT		790.85	09/23/98	848.98
VICTORIA BANK CHECK/ACC.	83.11		09/23/98	765.87
CHECK # 9211	51.97		09/23/98	713.90
CHECK # 9208	85.28		09/23/98	628.62
CHECK # 9214	184.00		09/23/98	444.62
CHECK # 9157	287.50		09/23/98	157.12
CHECK # 9213	292.21		09/23/98	135.09-
CHECK # 9201	385.00		09/23/98	520.09-
CHECK # 9245	800.00		09/23/98	1,320.09-
CHECK # 9180	875.10		09/23/98	2,195.19-

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01 PAGE: 5
DATE: 09/30/98 ACCOUNT: 7237



A MEMBER OF
KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
DEPOSIT				
RETURNED CHECK# 9213, INSUFFICIENT FUNDS	4,376.75	09/24/98	2,181.56	
RETURNED CHECK# 9201, INSUFFICIENT FUNDS	292.21	09/24/98	2,473.77	
RETURNED CHECK# 9245, INSUFFICIENT FUNDS	385.00	09/24/98	2,858.77	
RETURNED CHECK# 9180, INSUFFICIENT FUNDS	800.00	09/24/98	3,658.77	
NSF FEE CHARGE	875.10	09/24/98	4,533.87	
CHECK # 9229	144.00	09/24/98	4,389.87	
CHECK # 9231	45.00	09/24/98	4,344.87	
CHECK # 9237	469.00	09/24/98	3,875.87	
CHECK # 9232	472.00	09/24/98	3,403.87	
CHECK # 9228	486.00	09/24/98	2,917.87	
CHECK # 9230	729.00	09/24/98	2,188.87	
CHECK # 9233	819.00	09/24/98	1,369.87	
CHECK # 9238	1,000.00	09/24/98	369.87	
CHECK # 8980	2,000.00	09/24/98	1,630.13	
PAYMENT TO LOAN LOAN 38142	2,333.60	09/24/98	3,963.73	
DEPOSIT	600.00	09/24/98	4,563.73	
DEPOSIT	650.00	09/25/98	3,913.73	
NSF FEE CHARGE	4,153.21	09/25/98	239.48	
AOL LONG DIST LONGDISTNC 75805766	108.00	09/25/98	131.48	
CHECK # 9209	4.90	09/25/98	126.58	
CHECK # 9210	100.00	09/25/98	26.58	
CHECK # 9240	100.00	09/25/98	73.42	
CHECK # 9241	437.05	09/25/98	510.47	
DEPOSIT	2,000.00	09/25/98	2,510.47	
NSF FEE CHARGE	54.00	09/28/98	1,310.81	
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 09/28/98 AT 13:14	200.00	09/28/98	1,256.81	
CHECK # 9243	21.00	09/28/98	1,056.81	
CHECK # 9250	300.00	09/28/98	1,035.81	
CHECK # 9253	509.00	09/28/98	735.81	
CHECK # 9254	534.00	09/28/98	226.81	
CHECK # 9236	570.20	09/28/98	307.19	
CHECK # 9249	2,623.55	09/28/98	877.39	
DEPOSIT	7,500.00	09/29/98	3,500.94	
NSF FEE CHARGE	72.00	09/29/98	3,927.06	
CHECKING DEPOSIT CORRECTION	20.00	09/29/98	3,907.06	
CHECK # 9239	34.00	09/29/98	3,873.06	
CHECK # 9247	168.00	09/29/98	3,705.06	
CHECK # 9251	277.67	09/29/98	3,427.39	
CHECK # 9242	286.47	09/29/98	3,140.92	
CHECK # 9180	875.10	09/29/98	2,265.82	
DEPOSIT	1,004.75	09/30/98	3,270.57	
DEPOSIT	2,407.97	09/30/98	5,678.54	

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit H

TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCЛИT, P.O. BOX 418
VICTORIA, MN 55386

9039

PAY TO THE ORDER OF Wayne Salden **DATE** 8-14 **75-1032/919**

Three Thousand seven hundred 8/100 **\$3700** **DOLLARS** **100**

FOR Karen A. Lindell

00090391 0919103291 000 723 710 **000003700000**

VICTORIA STATE BANK
612-443-2461 VICTORIA, MN 55386

Exhibit I

9106

TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCLT, P.O. BOX 418
VICTORIA, MN 55386

PAY TO THE ORDER OF IDS# 0213-400 3635-5

DATE 8/16/98 75-1032/918

five thousand and 7.00 \$5000 DOLLARS

VICTORIA STATE BANK 612-443-2491 VICTORIA, MN 55386

FOR Thad J. Lill

#009106# 1091910329# 000 723 7# #0000500000#

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

DATE: 10/30/98

PAGE:

4

ACCOUNT: 7237



A MEMBER OF

KLEIN FINANCIAL

TELEPHONE: 612-443-2491

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
DEPOSIT		580.00	10/19/98	682.64-
DEPOSIT		1,650.88	10/19/98	968.24
DEPOSIT		2,784.35	10/19/98	3,752.59
NSF FEE CHARGE	90.00		10/19/98	3,662.59
CHECK # 9343	31.00		10/19/98	3,631.59
CHECK # 9333	33.85		10/19/98	3,597.74
CHECK # 9318	50.00		10/19/98	3,547.74
CHECK # 9335	51.80		10/19/98	3,495.94
CHECK # 9317	127.47		10/19/98	3,368.47
CHECK # 9330	130.61		10/19/98	3,237.86
CHECK # 9336	157.23		10/19/98	3,080.63
CHECK # 9331	202.35		10/19/98	2,878.28
CHECK # 9342	394.00		10/19/98	2,484.28
CHECK	427.50		10/19/98	2,056.78
CHECK # 9341	529.60		10/19/98	1,527.18
CHECK # 9344	689.00		10/19/98	838.18
DEPOSIT		1,274.60	10/20/98	2,112.78
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 10/19/98 AT 22:31	200.00		10/20/98	1,912.78
AOL*SERVICE 109 8 14067756	26.95		10/20/98	1,885.83
IDS AMEX MPLS MN AUTH PMT 199810160160062		1,000.00	10/20/98	885.83
CHECK # 9338	66.00		10/20/98	819.83
CHECK # 9339	73.60		10/20/98	746.23
CHECK # 9310	136.07		10/20/98	610.16
CHECK # 9326	152.40		10/20/98	457.76
CHECK # 9340	335.27		10/20/98	122.49
DEPOSIT		3,639.00	10/21/98	3,761.49
TWIN SILVER / VICTORIA LIONS CLUB	1,433.00		10/21/98	2,328.49
CHECK # 9328	61.00		10/21/98	2,267.49
CHECK # 9323	83.25		10/21/98	2,184.24
CHECK # 9312	100.00		10/21/98	2,084.24
CHECK # 9325	139.00		10/21/98	1,945.24
CHECK # 9337	350.00		10/21/98	1,595.24
CHECK # 9361	378.00		10/21/98	1,217.24
CHECK # 9363	680.00		10/21/98	537.24
CHECK # 9353	851.87		10/21/98	314.63-
CHECK # 9368	1,351.00		10/21/98	1,665.63-
DEPOSIT		588.95	10/22/98	1,076.68-
RETURNED CHECK# 9328, INSUFFICIENT FUNDS	61.00	61.00	10/22/98	1,015.68-
RETURNED CHECK# 9323, INSUFFICIENT FUNDS	83.25	83.25	10/22/98	932.43-
RETURNED CHECK# 9312, INSUFFICIENT FUNDS	100.00	100.00	10/22/98	832.43-
RETURNED CHECK# 9325, INSUFFICIENT FUNDS	139.00	139.00	10/22/98	693.43-
RETURNED CHECK# 9337, INSUFFICIENT FUNDS	350.00	350.00	10/22/98	343.43-

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VICTORIA STATE BANK
PO BOX 35
VICTORIA MN 55386

002 21 01

DATE: 11/30/98

PAGE:

4
7237

TELEPHONE: 612-443-2491

A MEMBER OF
KLEIN FINANCIAL

TWIN SILVER, INC.

BUSINESS CHECKING ACCOUNT 7237

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
000000 TELEBANK XFER TO REGULAR CHECKING 1025621 ON 11/19/98 AT 04:50	200.00		11/19/98	3,652.40
CHECK	220.00		11/19/98	3,432.40
CHECK # 9439	276.10		11/19/98	3,156.30
DEPOSIT		615.00	11/20/98	3,771.30
DEPOSIT		725.03	11/20/98	4,496.33
IDS AMEX MPLS MN AUTH PMT 199811180160067				
CHECK # 9453	500.00		11/20/98	3,496.33
DEPOSIT		3,514.41	11/23/98	6,510.74
CHECK # 9433	69.99		11/23/98	6,440.75
CHECK # 9456	472.20		11/23/98	5,968.55
CHECK # 9431	500.00		11/23/98	5,468.55
CHECK # 9451	1,183.00		11/23/98	4,285.55
DEPOSIT		699.39	11/24/98	4,984.94
DEPOSIT		2,901.53	11/24/98	7,886.47
CHECK HANDLING CHARGE	3.00		11/24/98	7,883.47
RETURNED DEPOSIT ITEMS	2,900.00		11/24/98	4,983.47
AOL LONG DIST LONGDISTNC 78707362				
CHECK # 9459	9.57		11/24/98	4,973.90
CHECK # 9461	90.80		11/24/98	4,883.10
CHECK # 9457	157.23		11/24/98	4,725.87
CHECK # 9463	320.00		11/24/98	4,405.87
CHECK # 9458	349.40		11/24/98	4,056.47
PAYMENT TO LOAN LOAN 38142	350.00		11/24/98	3,706.47
DEPOSIT	600.00		11/24/98	3,106.47
DEPOSIT		839.00	11/25/98	3,945.47
DEPOSIT		1,120.00	11/25/98	5,065.47
CHECK # 9460	719.55		11/25/98	4,345.92
COMBINED INS INS PREM N7971851	49.00		11/25/98	4,296.92
CHECK # 9442	35.00		11/25/98	4,261.92
CHECK # 9464	584.00		11/25/98	3,677.92
CHECK # 9466	875.10		11/25/98	2,802.82
DEPOSIT		2,513.60	11/27/98	5,316.42
CHECK # 9470	28.86		11/27/98	5,287.56
CHECK	472.35		11/27/98	4,815.21
DEPOSIT		3,625.00	11/30/98	8,440.21
CHECK # 9472	558.18		11/30/98	7,882.03
SERVICE CHARGE	53.74		11/30/98	7,828.29
BALANCE THIS STATEMENT			11/30/98	7,828.29
TOTAL CREDITS	(39)	53,582.65	AVERAGE BALANCE	2,086.34
TOTAL DEBITS	(105)	46,897.84		
TAX ID NUMBER		41-1659211		

* * * C O N T I N U E D * * *



NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Exhibit K

TWIN SILVER, INC.
PHONE 443-2542
7900 QUAMOCLIT, P.O. BOX 418
VICTORIA, MN 55386

9540

15
470006229 8093 9089 18
420005814 6374 6459 01/1-98 75-1032/919
DATE

PAY TO THE ORDER OF Wayne Saldes **\$ 300⁰⁰**
three hundred dollars & ⁰⁰/ **POLARS**

FOR Karen A. Lindell

VICTORIA STATE BANK
612-443-8461
VICTORIA, MN 55386

#009540# 00919103290 000 723 7# **#0000030000#**

5,000
1,000
12,250
12,000

Start of loan Aug 1st 1998

30,250

1	20 th Sept Auto Draw	no payment	
2	20 th Oct Auto Draw	Returned to mike	no payment
3	20 th Nov Auto Draw		1,000
4	24 th Dec Check		1,000
5	28 th Jan Check start 1999		1,000
6	23 rd Feb Check		1,000
7	27 th March Check		1,000
8	21 st April Check		1,000
	May	no payment	
	June	no payment	
	July	no payment	
9	25 th August Check		1,000
	September	no payment	
	October	no payment	
10	23 rd November		1,000
11	27 th December		1,000
12	20 th Jan Start 2000 Check		1,000
13	Feb	no payment	
14	21 st March Check		1,000
15	20 th April Check		1,000
	May	check	1,000
16	20 th June Check		1,000
17	July paid Aug 8 th		1,000
	August	no payment	
	September	no payment	

5,000
1,000
12,250
12,000

Start of loan Aug 1st 1998

30,250

1	20 th Sept Auto Draw	no payment	
2	20 th Oct Auto Draw	Returned to mike	no payment
3	20 th Nov Auto Draw		1,000
4	24 th Dec Check		1,000
5	28 th Jan Check start 1999		1,000
6	23 rd Feb Check		1,000
7	27 th March Check		1,000
8	21 st April Check		1,000
	May	no payment	
	June	no payment	
	July	no payment	
9	25 th August Check		1,000
	September	no payment	
	October	no payment	
10	23 rd November		1,000
11	27 th December		1,000
12	20 th Jan Start 2000 Check		1,000
13	Feb	no payment	
14	21 st March Check		1,000
15	20 th April Check		1,000
	May	check	1,000
16	20 th June Check		1,000
17	July paid Aug 8 th		1,000
	August	no payment	
	September	no payment	

October 4 th	check	500.00
October 22 nd	check	500.00
November 26 th	check	500.00
December	no payment	
Jan	start 2001 no payment	
Februry	no payment	
March	no payment	
April	no payment	
May	no payment	
June	no payment	
July	no payment	
Aug 22 nd	300.00	300.00
Oct 24 th	300.00	300.00

Total paid so far 17,100.00

7. If testimony is necessary, the debtors will testify to support their motion including all matters stated in the debtor's affidavit and to lay foundation for all exhibits and evidence.. Their address is 1023 Sunny ridge Drive, Carver, MN 55315. The debtor may also call an expert handwriting witness, the name of whom has not yet been determined, who will prove that the signature on the promissory note is a forgery.

WHEREFORE, the debtors move this court to disallow the claim of Wayne Salden and for such other relief as may be just and equitable.

Dated: 9/13/05

Mark L. Soule, Attorney for Debtors
816 West St. Germain Suite 503
St. Cloud, MN 56301 Reg. #172078
320-251-0999

FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA (MINNEAPOLIS)



THIS SPACE IS FOR COURT USE ONLY

Name of Debtor MICHAEL J LINDELL KAREN A LINDELL		Case Number 04-41269	
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.</p>			
Name of Creditor (The person or other entity to whom the debtor owes money or property): WAYNE ALLEN SALDEN		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address where notices should be sent: WAYNE ALLEN SALDEN 15775 C.R. RD 43 CARVER MN 55315-9650			
Telephone Number: 952-361-0809			
Account or other number by which creditor identifies debtor:		Check here if <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated: <u>7/2004</u>	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ <input type="checkbox"/> Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <u>AUG. 1st 1998</u>		3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ <u>26,500</u> (unsecured)		PRIORITY claim <u>25,470</u> (secured) (priority) (total)	
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>promissory note signed</u>		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ <u>25,470</u> . Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____. *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		Send claims to: U.S. Bankruptcy Court 301 U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415	
Date <u>5/16/05</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Wayne Allen Salden</u>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

For CHAPTER 7, 11 or 12 CASES filed on or after April 1, 2004

Start Amount \$30,000

Loan start August 1st 1998

This is an agreement between Mike Lindell
and Wayne Salden

Mike Lindell agrees to pay to Wayne Salden
\$1,000 per month on the 20th of each
month till the loan is paid in full.
The interest that was agreed upon
is 10%

Mike Lindell
Wayne Salden

Mike Lindell
Wayne Salden

**WAYNE SALDEN
MIKE LINDELL LOAN
BALANCE AS OF MARCH 1, 2004**

BALANCE AS OF MARCH 1, 2004		
BALANCE DUE		
Principal	\$19,672.80	
Accumulated Interest	\$5,797.70	
Total Amount Due		\$25,470.50

The principal and accumulated interest amounts shown above are from page 3 of the attached amortization schedule.

The above amounts represent the total amount due as of March 1, 2004.

No interest has been accrued from February 21, 2004 through March 1, 2004 because the scheduled payment due date is the 20th of each month.

PAGE 1 OF 3						
WAYNE SALDEN MIKE LINDELL LOAN AMORTIZATION SCHEDULE						
Start Date Of Loan	August 1, 1998		INTEREST			
Annual Interest Rate	10.00%		Payment Applied	Net Cumulative	PRINCIPAL	
Payments	\$1,000.00 Per Month		To Interest	Interest	Payment Applied	Principal
Payments Due	On The 20th of Each Month		To Interest	Interest	To Principal	Balance
Event	Start Date	Amount				
Loan	8/1/1998	\$30,250.00				
Loan	8/1/1998					
1. 9/20/1998	\$0.00	\$422.87	\$422.87	\$0.00	\$422.87	\$30,250.00
2. 10/20/1998	\$0.00	\$248.63	\$671.30	\$0.00	\$671.30	\$30,250.00
3. 11/20/1998	\$1,000.00	\$256.92	\$928.22	(\$0.00)	\$71.78	\$30,178.22
4. 12/20/1998	\$1,000.00	\$248.04	\$248.04	\$0.00	\$751.98	\$29,426.26
Total 1998	\$2,000.00	\$1,176.26	\$1,176.26		\$823.74	
5. 1/20/1999	\$1,000.00	\$249.92	\$249.92	\$0.00	\$750.08	\$28,676.18
6. 2/20/1999	\$1,000.00	\$243.55	\$243.55	\$0.00	\$756.45	\$27,919.73
7. 3/20/1999	\$1,000.00	\$214.18	\$214.18	(\$0.00)	\$785.82	\$27,133.91
8. 4/20/1999	\$1,000.00	\$230.45	\$230.45	\$0.00	\$769.55	\$26,364.36
9. 5/20/1999	\$0.00	\$216.69	\$216.69	\$0.00	\$216.69	\$0.00
10. 6/20/1999	\$0.00	\$223.92	\$440.81	\$0.00	\$440.81	\$0.00
11. 7/20/1999	\$0.00	\$216.69	\$657.30	\$0.00	\$657.30	\$0.00
12. 8/20/1999	\$1,000.00	\$223.92	\$861.22	(\$0.00)	\$118.78	\$26,245.58
13. 9/20/1999	\$0.00	\$222.91	\$222.91	\$0.00	\$222.91	\$0.00
14. 10/20/1999	\$0.00	\$215.72	\$438.92	\$0.00	\$438.92	\$0.00
15. 11/20/1999	\$1,000.00	\$222.91	\$861.53	\$0.00	\$338.47	\$25,907.11
16. 12/20/1999	\$1,000.00	\$212.94	\$212.94	(\$0.00)	\$787.06	\$25,120.05
Total 1999	\$7,000.00	\$2,693.78	\$2,693.78		\$4,306.21	

WAYNE SALDEN
 MIKE LINDELL LOAN
 AMORTIZATION SCHEDULE

PAGE 2 OF 3

Date	Actual Payment	Current Month Interest	INTEREST			PRINCIPAL		
			Interest Due	Cumulative Interest	Payment Applied	Net Cumulative Interest	Payment Applied	Principal Balance
17. 1/20/2000	\$1,000.00	\$213.35	\$213.35	\$213.35	\$0.00	(\$0.00)	\$786.65	\$24,333.40
18. 2/20/2000	\$0.00	\$206.67	\$206.67	\$206.67	\$0.00	\$206.67	\$0.00	\$24,333.40
19. 3/20/2000	\$1,000.00	\$193.33	\$400.00	\$400.00	\$400.00	\$0.00	\$600.00	\$23,733.40
20. 4/20/2000	\$1,000.00	\$201.57	\$201.57	\$601.57	\$0.00	\$798.43	\$22,934.97	
21. 5/20/2000	\$1,000.00	\$188.51	\$188.51	\$789.51	\$0.00	\$811.49	\$22,123.48	
22. 6/20/2000	\$1,000.00	\$187.90	\$187.90	\$977.41	\$0.00	\$812.10	\$21,311.38	
23. 7/20/2000	\$1,000.00	\$175.16	\$175.16	\$1122.57	\$0.00	\$824.84	\$20,486.54	
24. 8/20/2000	\$0.00	\$174.00	\$174.00	\$1296.57	\$0.00	\$174.00	\$0.00	\$20,486.54
25. 9/20/2000	\$0.00	\$174.00	\$347.99	\$1624.56	\$0.00	\$347.99	\$0.00	\$20,486.54
26. 10/20/2000	\$1,000.00	\$168.38	\$516.37	\$2140.93	\$0.00	\$483.83	\$20,002.91	
27. 11/20/2000	\$500.00	\$169.89	\$169.89	\$3739.82	\$0.00	\$169.89	\$330.11	\$19,672.80
28. 12/20/2000	\$0.00	\$161.69	\$161.69	\$5351.51	\$0.00	\$161.69	\$0.00	\$19,672.80
	Total 2000	\$7,500.00	\$2,214.44	\$2,052.75		\$5,447.25		
29. 1/20/2001	\$0.00	\$167.08	\$328.78	\$0.00	\$328.78	\$0.00	\$19,672.80	
30. 2/20/2001	\$0.00	\$167.08	\$495.86	\$0.00	\$495.86	\$0.00	\$19,672.80	
31. 3/20/2001	\$0.00	\$150.91	\$646.78	\$0.00	\$646.78	\$0.00	\$19,672.80	
32. 4/20/2001	\$0.00	\$167.08	\$813.86	\$0.00	\$813.86	\$0.00	\$19,672.80	
33. 5/20/2001	\$0.00	\$161.69	\$975.56	\$0.00	\$975.56	\$0.00	\$19,672.80	
34. 6/20/2001	\$0.00	\$167.08	\$1,142.64	\$0.00	\$1,142.64	\$0.00	\$19,672.80	
35. 7/20/2001	\$0.00	\$161.69	\$1,304.33	\$0.00	\$1,304.33	\$0.00	\$19,672.80	
36. 8/20/2001	\$300.00	\$167.08	\$1,471.42	\$300.00	\$1,171.42	\$0.00	\$19,672.80	
37. 9/20/2001	\$0.00	\$167.08	\$1,338.50	\$0.00	\$1,338.50	\$0.00	\$19,672.80	
38. 10/20/2001	\$300.00	\$161.69	\$1,500.20	\$300.00	\$1,200.20	\$0.00	\$19,672.80	
39. 11/20/2001	\$0.00	\$167.08	\$1,367.28	\$0.00	\$1,367.28	\$0.00	\$19,672.80	
40. 12/20/2001	\$0.00	\$161.69	\$1,528.97	\$0.00	\$1,528.97	\$0.00	\$19,672.80	
	Total 2001	\$600.00	\$1,967.28	\$600.00		\$600.00		

WAYNE SALDEN
 MIKE LINDELL LOAN
 AMORTIZATION SCHEDULE

PAGE 2 OF 3

Date	Actual Payment	Current Month Interest	INTEREST			PRINCIPAL		
			Interest Due	Cumulative Interest	Payment Applied	Net Cumulative Interest	Payment Applied	Principal Balance
17. 1/20/2000	\$1,000.00	\$213.35	\$213.35	\$213.35	\$0.00	(\$0.00)	\$786.65	\$24,333.40
18. 2/20/2000	\$0.00	\$206.67	\$206.67	\$206.67	\$0.00	\$206.67	\$0.00	\$24,333.40
19. 3/20/2000	\$1,000.00	\$193.33	\$400.00	\$400.00	\$400.00	\$0.00	\$600.00	\$23,733.40
20. 4/20/2000	\$1,000.00	\$201.57	\$201.57	\$601.57	\$0.00	\$798.43	\$22,934.97	
21. 5/20/2000	\$1,000.00	\$188.51	\$188.51	\$789.51	(\$0.00)	\$811.49	\$22,123.48	
22. 6/20/2000	\$1,000.00	\$187.90	\$187.90	\$977.41	(\$0.00)	\$812.10	\$21,311.38	
23. 7/20/2000	\$1,000.00	\$175.16	\$175.16	\$175.16	\$0.00	\$824.84	\$20,486.54	
24. 8/20/2000	\$0.00	\$174.00	\$174.00	\$347.99	\$0.00	\$174.00	\$0.00	\$20,486.54
25. 9/20/2000	\$0.00	\$174.00	\$347.99	\$795.98	\$0.00	\$347.99	\$0.00	\$20,486.54
26. 10/20/2000	\$1,000.00	\$168.38	\$516.37	\$1312.35	\$0.00	\$483.83	\$20,002.91	
27. 11/20/2000	\$500.00	\$169.89	\$169.89	\$169.89	(\$0.00)	\$169.89	\$330.11	\$19,672.80
28. 12/20/2000	\$0.00	\$161.69	\$161.69	\$331.58	\$0.00	\$161.69	\$0.00	\$19,672.80
	Total 2000	\$7,500.00	\$2,214.44	\$2,052.75		\$5,447.25		
29. 1/20/2001	\$0.00	\$167.08	\$328.78	\$0.00	\$328.78	\$0.00	\$19,672.80	
30. 2/20/2001	\$0.00	\$167.08	\$495.86	\$0.00	\$495.86	\$0.00	\$19,672.80	
31. 3/20/2001	\$0.00	\$150.91	\$646.78	\$0.00	\$646.78	\$0.00	\$19,672.80	
32. 4/20/2001	\$0.00	\$167.08	\$813.86	\$0.00	\$813.86	\$0.00	\$19,672.80	
33. 5/20/2001	\$0.00	\$161.69	\$975.56	\$0.00	\$975.56	\$0.00	\$19,672.80	
34. 6/20/2001	\$0.00	\$167.08	\$1,142.64	\$0.00	\$1,142.64	\$0.00	\$19,672.80	
35. 7/20/2001	\$0.00	\$161.69	\$1,304.33	\$0.00	\$1,304.33	\$0.00	\$19,672.80	
36. 8/20/2001	\$300.00	\$167.08	\$1,471.42	\$300.00	\$1,171.42	\$0.00	\$19,672.80	
37. 9/20/2001	\$0.00	\$167.08	\$1,338.50	\$0.00	\$1,338.50	\$0.00	\$19,672.80	
38. 10/20/2001	\$300.00	\$161.69	\$1,500.20	\$300.00	\$1,200.20	\$0.00	\$19,672.80	
39. 11/20/2001	\$0.00	\$167.08	\$1,367.28	\$0.00	\$1,367.28	\$0.00	\$19,672.80	
40. 12/20/2001	\$0.00	\$161.69	\$1,528.97	\$0.00	\$1,528.97	\$0.00	\$19,672.80	
	Total 2001	\$600.00	\$1,967.28	\$600.00		\$600.00		

WAYNE SALDEN
 MIKE LINDELL LOAN
 AMORTIZATION SCHEDULE

PAGE 3 OF 3

Actual Payment Date	Current Month Interest	Cumulative Interest Due	INTEREST		PRINCIPAL	
			Payment Applied To Interest	Net Cumulative Interest	Payment Applied To Principal	Principal Balance
41. 1/20/2002 \$0.00	\$167.08	\$1,696.08	\$0.00	\$1,896.08	\$0.00	\$19,672.80
42. 2/20/2002 \$0.00	\$167.08	\$1,863.14	\$0.00	\$1,863.14	\$0.00	\$19,672.80
43. 3/20/2002 \$0.00	\$150.91	\$2,014.06	\$0.00	\$2,014.06	\$0.00	\$19,672.80
44. 4/20/2002 \$0.00	\$167.08	\$2,181.14	\$0.00	\$2,181.14	\$0.00	\$19,672.80
45. 5/20/2002 \$0.00	\$161.69	\$2,342.84	\$0.00	\$2,342.84	\$0.00	\$19,672.80
46. 6/20/2002 \$0.00	\$167.08	\$2,509.92	\$0.00	\$2,509.92	\$0.00	\$19,672.80
47. 7/20/2002 \$0.00	\$161.69	\$2,671.61	\$0.00	\$2,671.61	\$0.00	\$19,672.80
48. 8/20/2002 \$0.00	\$167.08	\$2,838.70	\$0.00	\$2,838.70	\$0.00	\$19,672.80
49. 9/20/2002 \$0.00	\$167.08	\$3,005.78	\$0.00	\$3,005.78	\$0.00	\$19,672.80
50. 10/20/2002 \$0.00	\$161.69	\$3,167.48	\$0.00	\$3,167.48	\$0.00	\$19,672.80
51. 11/20/2002 \$0.00	\$167.08	\$3,334.56	\$0.00	\$3,334.56	\$0.00	\$19,672.80
52. 12/20/2002 \$0.00	\$161.69	\$3,496.25	\$0.00	\$3,496.25	\$0.00	\$19,672.80
Total 2002 \$0.00	\$1,967.28		\$0.00		\$0.00	
53. 1/20/2003 \$0.00	\$167.08	\$3,663.34	\$0.00	\$3,663.34	\$0.00	\$19,672.80
54. 2/20/2003 \$0.00	\$167.08	\$3,830.42	\$0.00	\$3,830.42	\$0.00	\$19,672.80
55. 3/20/2003 \$0.00	\$150.91	\$3,981.34	\$0.00	\$3,981.34	\$0.00	\$19,672.80
56. 4/20/2003 \$0.00	\$167.08	\$4,148.42	\$0.00	\$4,148.42	\$0.00	\$19,672.80
57. 5/20/2003 \$0.00	\$161.69	\$4,310.12	\$0.00	\$4,310.12	\$0.00	\$19,672.80
58. 6/20/2003 \$0.00	\$167.08	\$4,477.20	\$0.00	\$4,477.20	\$0.00	\$19,672.80
59. 7/20/2003 \$0.00	\$161.69	\$4,638.89	\$0.00	\$4,638.89	\$0.00	\$19,672.80
60. 8/20/2003 \$0.00	\$167.08	\$4,805.98	\$0.00	\$4,805.98	\$0.00	\$19,672.80
61. 9/20/2003 \$0.00	\$167.08	\$4,973.06	\$0.00	\$4,973.06	\$0.00	\$19,672.80
62. 10/20/2003 \$0.00	\$161.69	\$5,194.76	\$0.00	\$5,194.76	\$0.00	\$19,672.80
63. 11/20/2003 \$0.00	\$167.08	\$5,301.84	\$0.00	\$5,301.84	\$0.00	\$19,672.80
64. 12/20/2003 \$0.00	\$161.69	\$5,463.53	\$0.00	\$5,463.53	\$0.00	\$19,672.80
Total 2003 \$0.00	\$1,967.28		\$0.00		\$0.00	
65. 1/20/2004 \$0.00	\$167.08	\$5,630.62	\$0.00	\$5,630.62	\$0.00	\$19,672.80
66. 2/20/2004 \$0.00	\$167.08	\$5,797.70	\$0.00	\$5,797.70	\$0.00	\$19,672.80
Total 2004 \$0.00	\$334.17		\$0.00		\$0.00	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Michael J. Lindell
Karen A. Lindell

Debtor(s).

SIGNATURE DECLARATION

Case No. 04-41269

PETITION, SCHEDULES & STATEMENTS
 CHAPTER 13 PLAN
 SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION
 AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
 MODIFIED CHAPTER 13 PLAN
 OTHER (Please describe: Objection to Claim of Wayne Salden, Affidavit of Michael Lindell)

I [We], the undersigned debtor(s) or authorized representative of the debtor, ***make the following declarations under penalty of perjury:***

- The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- **[individual debtors only]** If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 9/5/05

Signature of Debtor or Authorized Representative

Michael J. Lindell

Printed Name of Debtor or Authorized Representative

Signature of Joint Debtor

Karen A. Lindell

Printed Name of Joint Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 04-41269
Chapter 7

Michael J. Lindell and
Karen A. Lindell,
Debtors.

MEMORANDUM OF LAW

INTRODUCTION

Debtors submit this Memorandum of Law in support of their motion objecting to the claim of Wayne Salden in the amount of \$25,470.50. The Trustee has collected enough from preferential payments and fraudulent transfers to pay all claims in full. Mr. Salden was repaid in full between 1998 and 2001 and he has no valid claim.

FACTS

Claimant and debtor Michael Lindell have known each other since 1972 when they were in 7th grade and have been friends most of their lives. In 1989 Mr. Salden married debtor's sister and they have a son together (they are since divorced). Debtors have a son about the same age as claimant's son, and they are best friends and cousins and they are back and forth between each others houses weekly (daily during the summer). The parties live only about two miles apart and they have hunted and fished together most of their adult life until just the past few years.

In addition to their personal relationship, they have owned bars and restaurants together in Carver County, Minnesota for many years and were partners on two bars prior to Mr. Salden's first car accident in 1997. They both know the same people both personally and professionally.

In October 1997 Mr. Salden fell off the hood of a car at their bar in Carver County and suffered severe head injuries (he was in a coma for two weeks). It took a long time for Mr. Salden to recover. The parties sold their bar shortly after the accident. In the spring/summer of 1998 Mr. Salden received a settlement of \$30,000.00 from the car owner's insurance company. These are the funds which are the subject matter of the loans between Mr. Salden and the debtor. At the time of the loans they did not own any bars together and the loans were for personal reasons.

Mr. Salden's claim is for \$25,470.50. As proof he attaches a promissory note (undated) for \$30,000.00 at 10% interest requiring payment of \$1000.00 per month. The note is between Mike Lindell and Wayne Salden in Mr. Salden's handwriting. Also attached is a multipage amortization schedule showing interest and payments and a final balance.

Shortly after this bankruptcy was filed in early 2004, Mr. Salden commenced a Section 727 Adversary Proceeding against debtors. . Through formal discovery Mr. Salden provided a list of payments he received from the debtor in Mr. Salden's handwriting (Exhibit "L"). Mr. Salden maintained his list was kept month to month as he received the payments starting in 1998 and ending in late 2001. Mr. Salden admits he received payments of \$17,100.00 from the debtor. At Mr. Salden's deposition in September 2004 Mr. Salden produced the original of this list still in the spiral notebook he allegedly kept track of these payments in since 1998. During the deposition, under oath it was determined and admitted to by Mr. Salden that the spiral notebook was published in 2001 so his list was a forgery. Also all of the entries on the list were made in

the same color ink with the same pen. After this obvious forgery was established, Mr. Salden delivered another allegedly “original list of payments” to his attorney the next day that was identical in every respect except he altered the ink colors to make it look more authentic (i.e. to make it appear that it was kept over a several year period). Mr. Salden forged both lists and he also forged the promissory note which clearly came out of the same spiral notebook. Mr. Salden never kept tract of the payments he received and the parties never agreed to a 10% interest loan.

The debtor has produced checks and bank statements show payments to Mr. Salden between 1998 and late 2001 which repaid Mr. Salden far more than what were loaned. These amounts are set forth in the debtor’s Affidavit and Exhibits.

Claimant’s undated promissory note for \$30,000.00 at 10% interest is a forgery. Claimant signed the debtor’s name without the debtor’s permission. This is really the second forgery. The first forgery had Debtor’s name signed as Mike Lindell. After the debtor pointed out that he has always signed his name as “Michael J. Lindell” Mr. Salden prepared a new forgery (Exhibit M). The forgery is clearly in Claimant’s handwriting. He signed “Lindell” with a small “l” rather than a capital “L”; he tailed off the last “l” and his “l” look exactly like the “l” in “Salden”. Also, the promissory note is written on a spiral notebook which looks like the same spiral notebook the summary of payments is written in (and was published in 2001).

Notwithstanding the forged promissory note, Claimant is simply wrong about the amount of the loans and the amount of the repayments. After Claimant received his \$30,000.00 in 1998, the parties opened a joint IDS account (Exhibit A). Claimant over drafted this account by December 1998 and the account was closed. Claimant borrowed the debtor \$46,000.00 between May 1998 and September 22, 1998. The debtor repaid most of the loan by December 1998 and the balance over the next few years. During 2001 Claimant kept demanding more money from

the debtor even though the loan had been repaid and to keep Claimant happy the debtor overpaid Claimant by \$4633.60 and gave him a boat, motor and trailer in December 2001 worth \$3500.00. The debtor never agreed to pay interest and did not execute a promissory note.

During the past couple of years Claimant has contacted about six different attorneys to sue the debtor for one reason or another. Claimant alleged that the debtor bounced a check for \$57.00 and failed to pay a disability premium in 1997 and wanted to sue Mr. Lindell for lack of disability coverage. After reviewing several years of bank records it was determined there was never any such check ever written. The debtor never heard back from that attorney.

ARGUMENT
CLAIMANT HAS NO CLAIM AGAINST DEBTOR AND HIS CLAIM SHOULD BE DENIED.

The issue in this case boils down to whether Mr. Salden has a claim against the Debtor and should be paid with property of the estate. According to Mr. Salden's claim, the debtor owes him \$25,470.50 for a \$30,000.00 loan made in 1998 with 10% annual simple interest. Exhibit Q is an amortization schedule prepared by Plaintiff that calculates the interest and payments.

Under Minn. Stat. Section 334.01 interest on a legal indebtedness shall be at the rate of \$6 upon \$100 for a year (6%) unless a different rate is contracted for in writing. The maximum amount that may be contracted for is \$8 on \$100 (8%). There are numerous exceptions to this statute for mortgages and lending institutions but none of the exceptions apply between two individuals on a personal loan.

Mr. Salden's promissory note he seeks to enforce in this case is clearly a violation of Minn. Stat. Section 334.01 since it calls for 10% interest. Under Minn. Stat. Section 334.03 a

usurious contract is void. Minn. Stat. Section 334.05 bestows upon court the power to invalidate a usurious contract which reads as follows:

334.05 Usurious contracts; cancellation.

When it satisfactorily appears to a court that any bond, bill, note, assurance, pledge, conveyance, contract, security, or evidence of debt is void under the provisions of this chapter it shall declare the same to be void, enjoin any proceeding thereon, and order it to be canceled and given up.

Since claimant's promissory note is usurious and therefore void, he has no claim against the debtor and the estate and he is not a creditor within the meaning of 11 U.S.C. Section 727(c) (1).

In addition to the void promissory note, the debtor has provided prima fascia evidence that the entire loan was repaid by the end of 2001. It is therefore incumbent upon Mr. Salden to show not only that the promissory note is not usurious and thus void, but that the debtor has not repaid the entire loan. Mr. Salden cannot possibly show a claim in this case...

Dated: 9/13/05

/e/ Mark L. Soule
Mark L. Soule #172078
Attorney at Law
816 West St. Germain St. #503
St. Cloud, MN 56301
320-251-0999

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

**Michael J. Lindell
Karen A. Lindell**

Debtors,

BKY NO: 04-41269

CERTIFICATE OF SERVICE

I, Mark L. Soule, attorney for the above-named debtor(s), hereby certify that on the 16th day of September 2005 I served by first class mail the following documents:
Notice of Hearing and Motion Objecting to the Claim of Wayne Salden, Affidavit of Defendant Michael J. Lindell, Exhibits, Memorandum of Law, Order upon the following:

Dwight Lindquist	US Trustee	Wayne Salden
Chapter 7 Trustee	1015 US Courthouse	15775 Co. Rd. 43
1510 Rand Tower	300 So. 4 th Street	Carver, MN 55315
527 Marquette Avenue	Minneapolis, MN 55415	
Minneapolis, MN 55402		

I declare under penalty of perjury that the foregoing is true and correct:

Dated: 9/16/05

/e/Mark L. Soule

Mark L. Soule Reg. No. 172078
Attorney at Law
816 West St. Germain
St. Cloud, MN 56301
(320)-251-0999

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Michael J. Lindell and
Karen A. Lindell, asf
Twin Silver Inc.,**

BKY No.: 04-41269

Debtor.

ORDER

The above entitled matter came on before this court on the 26th day of October 2005. The above debtors brought a motion objecting to the claim of Wayne Salden (Claim number 4 amending claim number 2).

Based upon the evidence submitted and arguments of counsel,

IT IS HEREBY ORDERED:

That the claim of Wayne Salden is denied.

Dated: _____

Robert J. Kressel
United States Bankruptcy Judge